



Website Terms of use

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Terms of use for the website www.orivafinance.com / www.oriva.gr

1. Introduction

- 1.1. Welcome to the Website of **ORIVA Microfinance**, the Microfinance Institution under the corporate name Oriva Microfinance Institution Societe Anonyme, having its registered office in 1 Nestoros str, Chalandri, 15231, Tax ID No. 801501758 hereinafter “**Oriva**”, the “**Company**”, “**we**”, “**us**”), hosted at “**www.orivafinance.com**” (the “**Website**”).
- 1.2. We offer products and services on the field of microfinancing with an aim to foster innovation and create financing opportunities for small and medium enterprises in Greece, under the direct supervision of the Bank of Greece. Through our Website you can learn more about the various products and services offered by us (you can find more information about our “**Products & Services**” at www.orivafinanc.com) and contact us to learn more about us.
- 1.3. These terms of use (the “**Terms of Use**”, the “**Terms**”) are addressed to visitors of the Website, individuals and businesses, who are interested in using the Website and learn about the Products and Services provided by our Company (the “**Users**”, “**you**”). By visiting and using the Website, the user declares that they have read, understood, and unconditionally accept these Terms, as well as the Privacy Policy, Cookie Policy, and any other policy or notice published or made available through the Website, which altogether constitute the legally-binding contract between the User and the Company for the use of the Website (reference to Terms herein will be considered to include any of the above legally binding texts, unless otherwise provided for or is derived from context). In case of non-acceptance of the Terms, the visitor and/or User must refrain from any use of the Website; use of the Website implies non-negotiable acceptance of the Terms.
- 1.4. For any information or clarification regarding these Terms, you may contact us through the “Contact” section. Any information or clarification provided by the Company regarding the Terms of Use does not constitute replacement, substitution, or any modification thereof, and will be provided exclusively for the purpose of serving the User and providing assistance with the Website. The Terms constitute the sole and exclusive agreement between the Company and the Users regarding the use of the Website.

2. Website Content

- 2.1. Information about the Company and our Products and Services is provided in the form of posts, updates, articles, announcements, documents, forms, photographs, videos, audiovisual and other material (the “**Content**”). Please note that the **Content of this Website is purely informational**: it is not an interactive platform and does not provide the ability to directly transact with us (e.g. to issue a loan you must log in to a dedicated part of the Website).
- 2.2. **Overall, our Website Content is provided for information/convenience purposes only and should not be considered as binding for the Company**, unless otherwise provided for in the respective Website section, the Website Content itself and the law.
- 2.3. **No recommendations**: Our Website does not make recommendations; does not encourage Users to enter into any contract with any legal entity or natural person; and is not intended to amount to advice on which you should rely. The use of information received or saved by or through our Website lies exclusively with your judgment and is your responsibility. Users must always seek the advice of specialized professionals for further clarifications when they intend to make decisions with legal effects. The Company bears no liability, contractual or tortious, for: (a) any damage (direct or indirect, positive or consequential) that may arise from access, use, or inability to use the Website, (b) information or content provided by the Website that may be inaccurate, incomplete, outdated, or unsuitable for specific purposes, (c) decisions or actions of the User based wholly or partly on responses generated, (d) delays, interruptions, system failures, or data loss due to technical problems, force majeure, or third-party factors. Company **DISCLAIMS ANY LIABILITY AND WARRANTY REGARDING ANY ACTIONS OF THE USERS**, that have acted in any manner, contrary to what is laid down above in this section.

No advice or information, whether oral or written, obtained through the Website will create any warranty not expressly stated or incorporated herein. Without limiting the foregoing, the Company, its subsidiaries, its licensors, and affiliates, do not warrant that any Content is accurate, true, reliable, correct, or complete.

- 2.4. **Non-binding nature of communication through the Contact Form:** If you wish to be further informed about our Products and Services, you may contact us through the Contact section of our Website. Please note that completing the contact form does not automatically constitute conclusion of a contract with us. No contract for the provision of our Products and Services to you is concluded through the Website. Any binding contract between us for the provision of Products and Services is concluded only following your express acceptance of our offer, and provided that the necessary conditions are met. The contact form includes fields for the completion of the basic data (personal and other) we need from you in order to serve your request. You may include in your request further information if you consider it necessary for your service; however, please do not disclose to us more data than what is truly necessary for the handling of your request. In any case, please be aware that we process the personal data you submit to us through the contact forms in accordance with our Privacy Policy. Any data submitted to us through the contact form is considered to be submitted based on your consent or with the permission of the person to whom it relates. We bear no responsibility for the processing of data that may be submitted to us unnecessarily or without permission/consent.
- 2.5. **Errors:** We make every effort so that the Content posted on our Website is a source of complete, reliable, and up-to-date information for the User regarding our Company and our Services—therefore, it is continuously updated and maintained. Nevertheless, in some cases, for technical or other related reasons, certain errors may appear regarding the operation and/or the Content of the Website, including typographical errors or omissions, incomplete information, or other shortcomings. Given that the internet is a place of multiple sources of information and is constantly exposed to numerous malicious actions of third parties, we encourage Users, before making certain decisions insofar as they derive from the Content of the Website and the Third-Party Content displayed on the Website, to contact us to ensure that they have before them the most up-to-date and valid Content.
- 2.6. **Third party Content:** The above also applies to corresponding content of third parties (natural or legal persons) displayed on the Website (“Third-Party Content”), such as, for example, information about our partners. The information concerning such Third-Party Content is received directly from these third parties, who bear full responsibility for its validity. We do not regularly review nor are we obliged to review the completeness, accuracy, validity, timely display and presentation of Third-Party Content, and in no case should such information be deemed binding on the Company.
- 2.7. The Website may also provide you with the option to interact with social media (Facebook, Instagram, X, LinkedIn etc.), where the Company’s respective profiles and pages are maintained. Your interaction with social media is governed by their terms of use and policies. We recommend that, where applicable, you read all such terms and policies before taking any action on them. The Company bears no responsibility for any acts or omissions of any social media service provider or for the Users’ use of information and data included on their platforms. For any issue arising out of or in connection with the use of social media, the User must address such providers directly and not the Company.

3. Intellectual Property

- 3.1. The Company’s logos, trademarks (registered or not), trade names, any other material identifying the Company’s identity and origin, its services and the Website, branding material, names of services and packages, slogans, texts, graphics, designs, icons, images, audio elements, videos, software, as well as the domain name and the aesthetic configuration of the Website (the “look and feel”, i.e. its presentation), the collection of icons and photographs, their layout and the overall composition of the Company’s image displayed on the Website and relating to it (the “**Material**”), constitute intellectual property of the Company and are protected by the relevant provisions of national, EU and international law. Any use, copying, distribution, reproduction, adaptation and any form of transmission, reverse engineering, public announcement/communication or translation, use of any part (and/or the whole) of the Material is not permitted without the prior written

permission of the Company. By way of exception, the use of the Material displayed on our Website is permitted exclusively for personal use. Any use for commercial purposes or any commercial exploitation is expressly prohibited.

- 3.2. The display of the Material does not in any way imply permission for its use by Users, nor does it imply a connection between the Company or the Website and its Users. Our Website may also host from time to time corresponding material of third-party natural or legal persons, which belongs to the respective rightsholders. The User has no license or consent to use, in any manner, the Company's Material or third-party material displayed on the Website, which belongs, as the case may be, to the Website or to third-party natural or legal persons.
- 3.3. The Website is provided "as is" and "as available" using a commercially reasonable level of skill and care. Except as expressly stated in these Terms, the Website does not provide and expressly disclaims warranties, conditions, or undertakings of any kind, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.
- 3.4. By these Terms, we grant you a limited and non-transferable license to access and personally use the Website you visit, but not a license to download the content and its code in whole or in part, except with our express written permission. The license granted to you does not allow any resale or commercial use of this Website or its Content. You are entitled to use the above only for your personal use. You may not remove or modify any copyright, trademark or other proprietary rights notice on our Website or on any materials printed or copied off of our Website.
- 3.5. You may not create links to our Website (linking) or use framing techniques to enclose any of our intellectual property without our written consent. You may not use any "meta-tags" or any other "hidden text" based on the Company's and Website's trade names or trademarks without our express written consent.
- 3.6. In the event of unauthorized use of the Website, the Material and/or the Content, the license granted shall cease to apply. Any act that is in direct contradiction with the above restrictions on the use of the Company's intellectual property rights shall be deemed a violation of its rights, and the Company shall be entitled to seek satisfaction of any lawful right, including through the courts, or by any other lawful means, and/or claim compensation for any damage, with the aim of limiting any relevant infringement and further unlawful use of intellectual property.

4. Limitation of Liability

- 4.1. **This Website serves exclusively informational purposes.** The Content posted should not be considered binding on the Company, unless expressly stated otherwise. Users understand that the Content published generally on our Website does not create any legal or other obligation for the Company for acts or omissions by it or by third parties. The Company is not liable for any delay in posting Content on the Website, failure to post it, or for any inaccuracies or withdrawal of Content posted on the Website.
- 4.2. The Content of the Website and the overall presentation of the Company's services should not be considered by Users as an invitation by the Company or an offer to Users to submit an offer to the Company for cooperation, purchase, sale or any other act by Users. **If a User intends to make decisions with legal consequences, they should request further clarifications from the Company.** The Company disclaims any liability and warranty regarding any actions of users who acted as above.
- 4.3. **Hyperlinks:** The Website may include hyperlinks or advertising banners (hereinafter also "links") to third-party websites. Links are provided mainly to facilitate the User's access to the respective websites. Browsing such websites is carried out at the User's sole responsibility and in accordance with the terms governing browsing and use of those websites, as posted or otherwise communicated to their users. Access to these third-party websites is performed at the User's own exclusive risk and is subject to the applicable terms and conditions thereof. Under no circumstances should the Company be considered as endorsing or accepting the content or services of other websites or any connection with those websites that may be linked through the Website. The Company cannot guarantee the legality of the content, availability of information, privacy and data protection practices, terms of use, or compliance with any other legal obligations that may burden other

websites and legal entities, and EXPRESSLY DISCLAIMS ANY LIABILITY for any content included therein, its quality and the services of third parties, as well as any connection of the Company with such websites.

- 4.4. The Company always acts in good faith and within the framework of the law and these Terms. Accordingly, it has taken and continues uninterruptedly to take all necessary technical or other measures and makes every possible effort so that (a) the Website operates continuously and properly without problems, interruptions, delays, errors or mistakes, (b) the data/information provided and transmitted through the Website are not altered, (c) the technology used or the servers through which the Website is made available to Users do not contain viruses or other harmful components or software programs, (d) the Content is complete and up-to-date; however, it DOES NOT PROVIDE WARRANTIES in relation to any of the above and is not obliged to compensate the User in case the User suffers any damage for the reasons stated.
- 4.5. The Company will make every reasonable effort to ensure proper maintenance and availability of the Website. The availability of the Website may, however, be affected by Users' equipment, the condition of communication networks, the number of persons attempting to use the Website at the same time, or other causes, and for this reason it may not function properly or at all, or may require maintenance without any notice. The Company reserves the right to decide to suspend or terminate access to part or all of the Website with or without prior notice to Users, if circumstances beyond its control arise that make suspension or termination of access necessary, such as, indicatively, malfunctions of information systems or telecommunications networks, technical problems, routine or emergency maintenance, or other significant extraordinary events. The Company is not liable for improper or defective operation of the Website insofar as it is due to circumstances beyond its control or force majeure events (including, indicatively, technical or other problems in the telecommunications network). To the maximum extent permitted by applicable law, you understand and agree that neither the Company nor third-party content providers are liable for any direct, indirect, incidental, special, positive or consequential damages, or any other damage related to or arising from the use or inability to use the Website. These include damages for errors, omissions, interruptions, defects, delays, computer viruses, loss of profits, loss of data, unauthorized access and modification of your files and data, as well as any other material or immaterial loss or damage.
- 4.6. The Company, the administrators of the Website, its management, employees, partners, agents, as well as any of its representatives, shall in no case be liable towards Users or any third party deriving rights therefrom for any direct, indirect, incidental, special/exemplary, punitive, civil, administrative, positive, consequential, negligent, contractual or other incidental damage due (indicatively and not restrictively) to:
- The use by the above persons of the Content and/or the services of the Website.
 - The inability of the above persons to access the Content and/or services of the Website.
 - Unauthorized access to or use of the Company's servers and/or any business information stored therein.
 - Interruption or cessation of transmission of all or part of the Content of the Website for any reason or cause.
 - The existence of errors, viruses and other related security threats that may be transmitted through the Website by third parties.
 - Any error or omission in any Content or service made available through the Website.
 - The correctness, completeness or quality of information expressed by third parties that may be displayed through the Website or to which the User is redirected through the Website.
 - Any statement or behavior of a third party regarding the Website.
 - Use or inability to use any part of the Website.
 - Errors, omissions, technical obstacles, damage or malfunctions of telecommunications networks, the Internet, the website, Internet Service Providers.
- 4.7. The Company is liable only for intent (wilful misconduct) and gross negligence, in case Users suffer damage from information and services of the Website and, generally, any use thereof. All liability limitations set herein apply in full as valid and in accordance with good faith and commercial practices, and Users consent to these

exclusions and limitations. The limitation of liability applies whether arising from contract or tort or based on any other legal ground.

5. Acceptable Use of the Website Policy

- 5.1. Users must use the Website in accordance with the Terms of Use, applicable laws and regulations, and in accordance with good faith and accepted morals.
- 5.2. By browsing the Website, Users accept that during use it is prohibited to:
- Use the Website in any way that could harm or cause any damage to the Company, other Users or third parties, or undermine in any way the security of the internet connection and/or the overall browsing experience of Users.
 - During use of the Website, do anything that constitutes a violation of legal provisions (criminal, civil, administrative, national or international) in relation to Users' rights on the internet or other persons in general.
 - Engage in any form of software piracy, hacking and/or interception, copying, analog/digital recording and mechanical reproduction, distribution, transfer, downloading, modification, resale, creation of derivative works of data (including personal data) and information, including the content and material (photos, graphics, texts, etc.) of the Website.
 - Upload to the Website, send and forward information or software programs through it that may contain viruses or other harmful features and functions which may result in malfunction of the Website or increased traffic and may hinder its use by other Users.
 - Use the Website in any manner which, regardless of purpose (knowingly fraudulent or negligent), could affect its smooth operation and lead to malfunction.
 - Facilitate in any way and by any means the access of third parties to the Website and any data (including personal data) and information for unlawful purposes and for unauthorized use.
 - Transmit viruses, documents and information through the Website that are unlawful, harmful, offensive, threatening, defamatory or dangerous to its security and to the reputation of the Company and related entities or other Users.
 - Any act of making the Website available to third parties for any use and purpose beyond what is expressly permitted and stated in these Terms.
 - Link the Website with any product or service of Users without the Company's express written consent.
 - Any action or omission that may affect the ability of other Users to use the Website, or bypass the rights of other Users, such as intellectual property rights, rights in their personal data, etc.
 - Unauthorized modification of the content.
 - In general, any act or omission that may lead to destruction and/or modification of data contained on the Website, place other Users in an adverse or uncomfortable position, as well as any act that may violate third-party rights, intellectual property rights or any other unlawful act or omission.
- 5.3. Users expressly declare and warrant that: (a) they will indemnify the Company, its management, directors, administrators of the Website, employees, representatives, partners, agents, contractors, suppliers and any third party deriving rights from them, against any damage, loss, expense they may suffer as a result of the Users' (or third parties authorized by them) breach of the provisions hereof and in particular the prohibitions stated herein, or breach of applicable law and/or rights of the above persons and/or third parties during use of the Website; and (b) they will not take action against the Company and the above persons to satisfy any claim and/or expense (including legal fees) arising from the use of the Website.

6. Final Provisions

- 6.1. **Amendment of these Terms:** The Company reserves the right, at its sole discretion and without prior notice or approval of Users, to amend, update, delete, add or unilaterally restrict these Terms, in whole or in part, as well as its Policies. It is the User's responsibility to regularly review these Terms for any changes. Continued browsing of the Website following amendments constitutes express acceptance of such changes.

- 6.2. **Personal Data:** You bear full and exclusive responsibility in relation to the data (personal and other) you provide to us when contacting us through our contact form or other parts of the Website. For information regarding the types of data we keep about you, the processing they undergo and its purposes, the recipients of your data, as well as your rights thereon and other related information concerning their protection and security, please refer to our Privacy Policy and Cookie Policy.
- 6.3. **No Waiver:** No delay, negligence or tolerance by the Company in enforcing compliance by the User with any term hereof shall constitute a waiver nor prejudice any right provided herein.
- 6.4. **Severability:** If any term hereof is held by any competent Court or Authority to be invalid and therefore unenforceable, such term shall not render the remaining terms invalid, which shall remain in full force and effect. If any part hereof is declared or deemed invalid by a court decision, such invalidity shall not affect the validity of the remaining part, which shall remain valid as if these Terms had been executed with the invalid part deleted. The Company will seek to replace any invalid term with a new valid term, the effect of which will be as close as possible to the equivalent of the invalidated term.
- 6.5. **Governing Law and Jurisdiction:** Any dispute between the contracting parties regarding the application, interpretation, invalidity of these Terms, the existence or non-existence of rights and obligations of the parties arising either from these Terms or from tort, shall be interpreted in accordance with Greek law and shall fall under the exclusive jurisdiction of the courts of Athens (Central Headquarters) having subject-matter jurisdiction.